



Matt Schultz
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M504634

8/22/2011 9:16:12 AM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Tom Little	County	Black Hawk
Party 2	Karl A. Nelson	County	Butler
Party 3	Phillip E. Dougherty	County	Cerro Gordo
Party 4	Warren K. Dunkel	County	Floyd
Party 5	Joel Voaklander	County	Mitchell

**Enter "Other" if
not in Iowa*

Item 2. The type of Public Service included in this agreement is: 530 Health
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*

To create a consortium of counties through which Central Point of Coordination services may be implemented to efficiently and effectively provide the Mental Health & Disability Services mandated under Sections 331.438 through 331.440 of the Code of Iowa.

Item 4. The duration of this agreement is: *(check one)* ☐ Agreement Expires _____ ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*

☐ NO

☒ YES Filing # of the agreement: M501959

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Fokkena FIRST Name Holly A.
Title Butler County Auditor Department Butler County Auditor
Email hfokkena@butlercoiowa.org Phone 319-267-2670

Intergovernmental Agreement Creating
County Social Services

This Agreement is made and entered into as of July 1, 2011, by, between and among the county of Floyd, Iowa; the county of Mitchell, Iowa; the county of Butler, Iowa; the county of Cerro Gordo, Iowa; the county of Black Hawk, Iowa; the county of Wright, Iowa (all parties being here and after called the "counties").

I. Creation of the County Social Services Agency

Pursuant to the provision of the Code of Iowa, 2011, Chapter 28E and Chapter 331, Section 331.440(3) "*A county may implement the central point of coordination process as part of a consortium of counties and may implement the process beginning with the fiscal year ending June 30, 1995.*" the Counties hereby form and create a consortium of counties called County Social Services (hereinafter called the "CSS").

II. Purposes

CSS is a joint venture between counties established:

- (a) To efficiently and effectively provide the Mental Health & Disability Services mandated under sections 331.438 through 331.440 of the 2011 Code of Iowa for member counties. CSS may also provide other social services to include but not limited to General Assistance, children services, substance abuse services and any county operated social service program or county function as contracted from member counties.
- (b) To cooperate with Local, State and Federal human services agencies in providing a social service safety net for individuals adversely impacted by disabilities.
- (c) To engage such employees, provide offices, equipment, machinery, buildings and grounds as are necessary to adequately perform the functions of CSS.
- (d) To contract with member cities, towns, counties, public or private persons, state agencies, firms and corporations for the provision of social services, and
- (e) To collect payment for such services.
- (f) To receive and expend State, Federal and private grants and other moneys which may be made available to the extent permissible under applicable State and Federal laws and under the rules hereinafter set forth, and as provided by bylaws pursuant hereto.

III. Organization

- (a) The governing body of CSS shall be designated as the CSS Board (hereinafter called the "Board"), whose membership shall consist of an individual appointed by the governing body of each member county. An alternate representative may be designated by each governing body to serve in the absence of the appointed representative. Except as otherwise specifically provided herein, each member of the Board shall have one vote. By a two-thirds vote the CSS Board may increase the number of designees from each member county.
- (b) A quorum, consisting of a majority of the membership, shall be required to take action, and a majority of the votes held by those members who are voting on a proposed action are required to approve the action.

- (c) The governing body is a creature of and subject to the Iowa Open Meetings Law and the Iowa Open Records Law.
- (d) The Chairman and the Vice-Chairman of the Board shall be elected at the meeting at which the election of officers is held and they shall serve for a term of one year or until their respective successors in office are chosen. The incumbent in each office may succeed themselves.
- (e) The Board shall hold at least two meetings during each fiscal year on dates and at places that shall be determined by the Board. Special meetings shall be held at the call of the Chairman, the Administrator, or upon the petition to the Chairman by three members of the Board.
- (f) The Board will hire an Administrator and fix their compensation and benefits, and may approve all personnel rules and regulations pertaining thereto.
- (g) The Board may employ legal counsel, who may be a paid employee of one of the members, and who may receive compensation set by the Board for the performance of his duties.
- (h) All references to the "Executive Board" as contained in these articles shall be to the Executive Board, if any, which may be provided by the bylaws of CSS.

IV. Duration

- (a) It is the intention of this agreement that CSS be a permanent organization and perpetual in duration. Additional counties may be added to the membership of CSS.
- (b) For the purpose of providing for the future stability of CSS, all present and future members shall remain in CSS and may not unilaterally withdraw unless providing written notice from the member Governing Board to CSS Board prior to November 15th for effective withdrawal at the end of the fiscal year on June 30th. A member county that withdraws will be entitled to the same terms outlined in section X. Withdrawal and Dissolution (b).
- (c) In the event an additional agency or county shall apply for membership in CSS and said application is considered and approved by the Board, then said agency or county may be added to the membership, provided, however, that said additional agency or county as a condition of membership agrees to abide by the terms of this Agreement as set out herein and possesses legal power and authority to do so.

- (d) Should additional counties or agencies thereof be added to the membership, they shall be admitted to membership upon such terms and conditions as may be fixed by the Board, providing, however, that such terms and conditions shall in no way be inconsistent with the provisions of these articles.

V. Powers

CSS shall be a public joint venture legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare and shall have the following powers.

- (a) To sue and be sued.
- (b) To acquire, hold, use and dispose of the reserves derived from the operation of its facilities and other moneys of CSS.
- (c) To acquire, hold, use and dispose of other personal property for the purposes of CSS.
- (d) To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of CSS, subject to all liens thereon, if any, and to hold and use the same, and to dispose of the property so acquired no longer necessary for the purposes of this Agency.
- (e) To accept gifts or grants of real or personal Property, money, material, labor or supplies for the purposes of CSS, and to make and perform such agreements and contracts as may be necessary or convenient in connection with the procuring, acceptance or disposition of such gifts or grants.
- (f) To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to amend the same.
- (g) To do and perform any acts and things authorized by Chapter 28E, Code of Iowa, and by this agreement under, through or by means of its officers, agents and employees, or by contracts with any person.
- (h) To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of CSS or to carry out any powers expressly given by this Agreement.
- (i) To fix, establish and maintain such rates, fees, rentals or other charges for the services and facilities of CSS sufficient to pay at all times the cost of maintaining, repairing and operating said facilities, to pay the principal of and interest on bonds of CSS then outstanding, to provide for replacements, depreciation and necessary functions.
- (j) To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of CSS.
- (k) To contract with and compensate for and professional services required to run CSS.
- (l) To prepare and recommend to member Counties local ordinances governing social service regulations as may from time to time be required.

- (m) To exercise such powers relative to the efficient provision of social services as are available under then existing laws to each member county as is necessary or useful and convenient to carrying out the functions of CSS within such member county.
- (n) To provide a system of budgeting, accounting, auditing and reporting of all CSS funds and transactions, for a depository, and for the bonding of employees.
- (o) To consult with representatives of federal, state and local agencies, departments and their officers and employees.
- (p) To contract with any agencies and departments required to fulfill the purposes of CSS.
- (q) To borrow money, make and issue negotiable bonds, certificates, bond anticipation notes, refunding bonds and notes and to secure the payments of such bonds, certificates, refunding bonds and notes or any part thereof by a pledge of any or all of CSS's net revenues and any other funds which it has a right to, or may hereafter have the right to pledge for such purposes.
- (r) To hire employees, fix their compensation, benefits, personnel rules and regulations, and terminate their employment or to designate employees of member counties to perform functions on behalf of CSS and provide reimbursement to the member county.
- (s) To borrow money and accept grants, contributions or loans from, and to enter into contracts, leases, or other transactions, with municipal, county, state or the federal government.

VI. Cooperation from Counties

The member Counties agree to provide the following support:

- (a) To respond to reasonable requests to make local records available to CSS Board for the purposes of this Agreement.
- (b) To provide sufficient office space for the performance of contracted services.
- (c) To support the effective collaboration of other county functions related to the provision of contracted services.
- (d) To provide county staff (including administrator) as agreed to between the member county Governing Board and CSS Board for the effective provision of contracted services.
- (e) To contribute the member county's maximum maintenance of effort under the Mental Health & Disability Fund 10 property tax levy or alternative levels established by state law or agreed to by two-thirds of the entire membership of the Board.
- (f) To contribute the Mental Health & Disability Fund 10 accrual fund balance at the time of entry into CSS.

VII. Financing

- (a) The Board shall prepare a budget based on a fiscal year for the operation of CSS to be adopted in January of the year preceding the fiscal year. The fiscal year for the Agency shall commence on July 1 and terminate on June 30.
- (b) In the event of a shortfall that results in a negative equity position on CSS's balance sheet or a negative ending cash balance in the operating budget, each County will provide an amount necessary to cure the negative equity position or negative balance. The percentage of the amount that each County shall be required to contribute will be based on the County's population as shown in the last completed Federal Census, or special Federal Census, whichever is latest, for the purpose of allocating a portion that each County will provide. Any amounts assessed under this subdivision shall be made only upon the affirmative majority vote of all members of this 28E Agreement with each member being entitled to one vote.
- (c) The entity shall, when investing funds, comply with the provisions of sections 12B.10 and 12B.10A through 12B.10C and other applicable law.

VIII. Not for Profit

It is expressly understood that CSS is to be operated not for profit and no profit or dividend will inure to the benefit of any person.

IX. Suspension of Voting Rights and Services

In the event that a shortfall occurs, as defined in VII(b), then during any period of delinquency by a county in the payment to CSS of any obligation, such county shall not be entitled to the services of CSS, nor shall the county be entitled to vote on matters coming before the Board unless such delinquency shall be waived for voting purposes by a three-quarters vote of the remaining members of the Board.

X. Withdrawal and Dissolution

- (a) CSS shall be completely dissolved and this Agreement terminated only upon the affirmative vote of three-quarters of the entire membership of the Board passed at two successive meetings of the Board and with each member having one vote. The dissolution resolution shall specify the date and time such dissolution shall be effective. The resolution may be amended to extend the effective date of the dissolution if the amendment is approved prior to the scheduled dissolution date by three-quarters of the entire Board of membership.
- (b) In the event of a complete dissolution of CSS, any real or personal property shall be sold and the proceeds distributed prorate among all counties. The percentage that each county shall receive shall be based on the county's population as shown to the latest completed Federal Census, or Special Federal Census, whichever is latest for the purpose of allocating a portion that each municipality will receive. The total assets remaining shall then be multiplied by the percentage as set forth in the preceding sentence and each county will receive a distribution which represents the total assets multiplied by the above percentage. Any delinquency by a county in its obligations to CSS shall be deducted from the delinquent County's share.
- (c) Anything herein to the contrary notwithstanding, counties may not withdraw or in anyway terminate, amend, or modify this agreement or any contract for the services of CSS in any manner to the detriment of bondholders if revenue bonds or obligations issued in anticipation

of the issuance of revenue bonds have been issued and are outstanding. Any revenue bonds for the payment and discharge of which, upon maturity or upon redemption prior to maturity, provision has been made through the setting apart in a reserve fund or special trust account created pursuant to this Agreement to insure the payment thereof, of moneys sufficient for that purpose or through the irrevocable segregation for that purpose in a sinking fund or other fund or trust account of moneys sufficient thereof, shall be deemed to be no longer outstanding and unpaid within the meaning of any provision of this Agreement.

XI. Manner of Acquiring and Holding Property

- (a) The Board may lease, purchase, or acquire by any other means, from members or from any other source, such real and personal property as is required for the operation of CSS and the carrying out of the purposes of this Agreement. The Board shall maintain title to all such property owned or held in the name of CSS and shall require the Secretary to maintain an inventory. All conveyances of real property owned or held in the name of CSS shall be made and executed on behalf of CSS by the Chairman or Vice-Chairman and Secretary of the Board.
- (b) Capital Assets purchased by CSS and not identified and inventoried by the CSS Board shall become the property of the member county holding possession and inventory of the asset.
- (c) Member counties will allow transfer of assets designated for CSS use between member counties upon notice to the respective County Auditor's for inventory tracking.

XII. Amendment of Agreement

- (a) This agreement may be amended or repealed at any regular or special meeting of the CSS Board, provided that written notice shall have been sent to each member at least (10) days prior to voting on such amendment. Such amendments shall be considered to have passed if a majority of those Board members present vote in the affirmative.
- (b) No amendment to this agreement shall be made in any manner or for any purpose so as to adversely affect the interests of the holder or holders of any bonds or other obligations of CSS.

XIII. Arbitration of Disputes between Members

When member counties fail to settle disputes voluntarily CSS will use Iowa Code Chapter 679A .

XIV. Severability

If any one or more provisions of this agreement is declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

XV. Signatures

In testimony whereof, said Counties have caused this Agreement to be executed on their behalf by their duly authorized officers, and the same to be attested by their Auditor all as of the day and year first above written.

|

BY: Tom Little
Black Hawk Board of Supervisors, Chairperson

ACKNOWLEDGMENT BY NOTARY

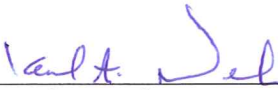
STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Monica M. Smith
Monica M. Smith,
Notary Public State of Iowa




IN WITNESS WHEREOF, BUTLER COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT, CREATING COUNTY SOCIAL SERVICES EFFECTIVE JULY 1, 2011:

BY:



Karl A. Nelson
Board of Supervisors, Chairperson

ATTEST:



Holly A. Fokkena
Butler County Auditor

STATE OF IOWA, COUNTY OF BUTLER

On this 9th day of August, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared Karl A. Nelson and Holly A. Fokkena, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Butler County, Iowa, respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Butler County, Iowa, by authority of its Board of Supervisors
and that said Karl A. Nelson and Holly A. Fokkena as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.



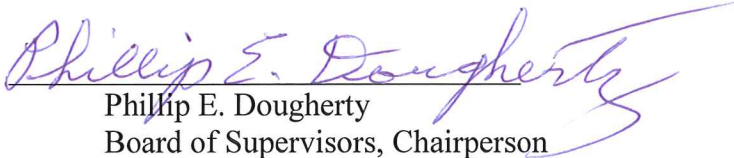


Notary Public In and For Said County
And State of Iowa

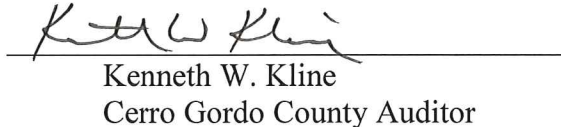
IN WITNESS WHEREOF, CERRO GORDO COUNTY EXECUTES THE
INTERGOVERNMENTAL AGREEMENT, CREATING COUNTY SOCIAL SERVICES
EFFECTIVE JULY 1, 2011:

:

BY:


Phillip E. Dougherty
Board of Supervisors, Chairperson

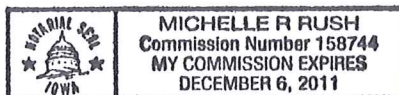
ATTEST:

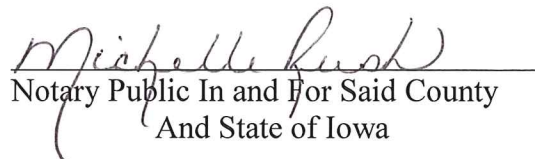

Kenneth W. Kline
Cerro Gordo County Auditor

STATE OF IOWA, COUNTY OF CERRO GORDO

On this 2nd day of August, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Phillip E. Dougherty** and **Kenneth W. Kline**, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Cerro Gordo County, Iowa, respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Cerro Gordo County, Iowa, by authority of its Board of Supervisors:


and that said **Phillip E. Dougherty** and **Kenneth W. Kline** as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.



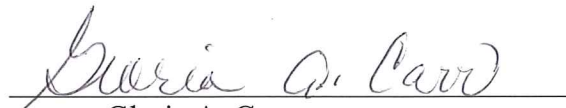

Notary Public In and For Said County
And State of Iowa

IN WITNESS WHEREOF, FLOYD COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT, CREATING COUNTY SOCIAL SERVICES EFFECTIVE JULY 1, 2011:

BY:


Warren K. Dunkel
Board of Supervisors, Chairperson

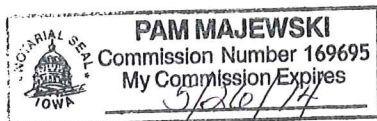
ATTEST:

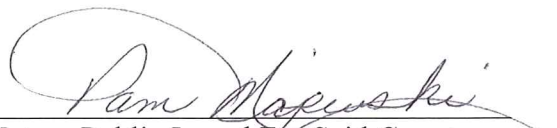

Gloria A. Carr
Floyd County Auditor

STATE OF IOWA, COUNTY OF FLOYD

On this 9th day of August, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Warren K. Dunkel** and **Gloria A. Carr**, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Floyd County, Iowa, respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Floyd County, Iowa, by authority of its Board of Supervisors

and that said **Warren K. Dunkel** and **Gloria A. Carr** as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

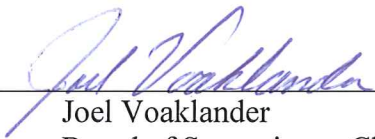



Notary Public In and For Said County
And State of Iowa

IN WITNESS WHEREOF, MITCHELL COUNTY EXECUTES THE
INTERGOVERNMENTAL AGREEMENT, CREATING COUNTY SOCIAL SERVICES
EFFECTIVE JULY 1, 2011:

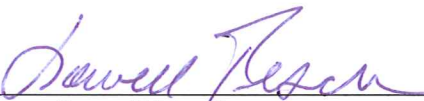
:

BY:



Joel Voaklander
Board of Supervisors, Chairperson

ATTEST:

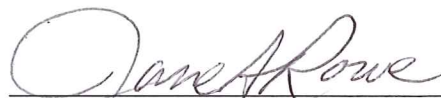


Lowell Tesch
Mitchell County Auditor

STATE OF IOWA, COUNTY OF MITCHELL

On this 2nd day of August, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared **Joel Voaklander** and **Lowell Tesch** to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Mitchell County, Iowa, respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Mitchell County, Iowa, by authority of its Board of Supervisors ;
_____, and that said **Joel Voaklander** and **Lowell Tesch** as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.





Notary Public In and For Said County
And State of Iowa

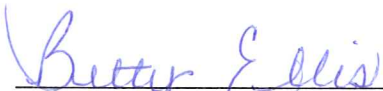
IN WITNESS WHEREOF, WRIGHT COUNTY EXECUTES THE INTERGOVERNMENTAL AGREEMENT, CREATING COUNTY SOCIAL SERVICES EFFECTIVE JULY 1, 2011:

BY:



Larry Maasdam
Board of Supervisors, Chairperson

ATTEST:

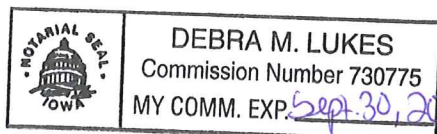


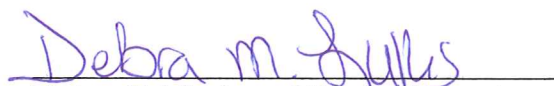
Betty Ellis
Wright County Auditor

STATE OF IOWA, COUNTY OF WRIGHT

On this 15 day of August, 2011, before me the undersigned, a Notary Public in and for said County and State, personally appeared Larry Maasdam and Betty Ellis, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of Wright County, Iowa, respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said Wright County, Iowa, by authority of its Board of Supervisors

and that said Larry Maasdam and Betty Ellis as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.




Notary Public In and For Said County
And State of Iowa